

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

In Re:	:	Bankruptcy No. 1:19-bk-02858-HWV
Oscar Enrique Parra and Kari Lyn Parra	:	Chapter 13
Debtors	:	
	:	
Select Portfolio Servicing, Inc.	:	
Movant	:	
vs.	:	
	:	
Oscar Enrique Parra and Kari Lyn Parra	:	
Debtors/Respondents	:	
	:	
and	:	
	:	
Charles J DeHart, III, Esquire	:	
Trustee/Respondent	:	

MOTION TO APPROVE FINAL LOAN MODIFICATION

Movant, Select Portfolio Servicing, Inc. ("Movant"), by and through its counsel, Hladik, Onorato & Federman, LLP, hereby files this Motion to Approve Final Loan Modification between Debtors and Movant and avers as follows.

1. Oscar Enrique Parra and Kari Lyn Parra ("Debtors") are the owners of the premises located at 417 Kraiss Avenue, Chambersburg, PA 17201 (the "Property").
2. Charles J DeHart, III, Esquire is the Trustee appointed by the Court.
3. Debtors filed a Petition for Relief under Chapter 13 of the Bankruptcy Code on July 02, 2019.
4. Movant is the holder of a mortgage lien on the Debtors' Property in the original principal amount of \$60,300.00, which was recorded on August 04, 1998.
5. Debtors applied for and have been approved for a Final Loan Modification.

6. Under the terms of the Loan Modification, the new principal balance is \$38,616.43, effective March 1, 2020 with a new maturity date of February 01, 2060 at a new interest rate starting at 6.125% (see attached Exhibit "A").

7. The new monthly mortgage payment for principal and interest under the terms of the loan modification will be \$215.85 with a total monthly payment, including escrow, of \$402.12, that may adjust periodically, due on March 1, 2020.

WHEREFORE, Movant respectfully requests this Final Loan Modification be approved.

Respectfully Submitted,

Date: 06/22/2020

/s / Bradley J. Osborne, Esquire
Bradley J. Osborne, Esquire
Hladik, Onorato & Federman, LLP
Attorney I.D. # 312169
298 Wissahickon Avenue
North Wales, PA 19454
Phone 215-855-9521
Email: bosborne@hoflawgroup.com

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Select Portfolio Servicing, Inc.	:	
Movant	:	
vs.	:	
	:	
Oscar Enrique Parra and Kari Lyn Parra	:	
Debtors/Respondents	:	
	:	
and	:	
	:	
Charles J DeHart, III, Esquire	:	
Trustee/Respondent	:	

ORDER

AND NOW, upon the consideration of the Motion to Approve Loan Modification, no objections having been filed after notice, and finding good cause to grant said Motion, it is hereby ORDERED and DECREED that the Motion is GRANTED, and that Debtor's Loan Modification with Movant, Select Portfolio Servicing, Inc., with respect to the property located at 417 Kraiss Avenue, Chambersburg, PA 17201 is hereby APPROVED.

BY THE COURT

Honorable Henry W. Van Eck
Chief U.S. Bankruptcy Judge

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Debtors	:	
	:	
Select Portfolio Servicing, Inc.	:	
Movant	:	
vs.	:	
	:	
Oscar Enrique Parra and Kari Lyn Parra	:	
Debtors/Respondents	:	
	:	
and	:	
	:	
Charles J DeHart, III, Esquire	:	
Trustee/Respondent	:	

**CERTIFICATION OF SERVICE OF MOTION,
RESPONSE DEADLINE AND HEARING DATE**

I, Bradley J. Osborne, attorney for Movant, Select Portfolio Servicing, Inc., hereby certify that I served a true and correct copy of the Motion to Approve Final Loan Modification and Notice of Motion, Response Deadline, by United States Mail, first class, postage prepaid, or Electronic Mail on 06/22/2020 upon the following:

Kara Katherine Gendron, Esquire	Oscar Enrique Parra
Dorothy L Mott, Esquire	Kari Lyn Parra
Via Electronic Filing	417 Kraiss Avenue
<i>Attorneys for Debtors</i>	Chambersburg, PA 17201
	Via First Class Mail
Charles J DeHart, III, Esquire	<i>Debtor</i>
Via Electronic Filing	
<i>Trustee</i>	

Dated: 06/22/2020

/s / Bradley J. Osborne, Esquire
Bradley J. Osborne, Esquire
Hladik, Onorato & Federman, LLP
Attorney I.D. # 312169
298 Wissahickon Avenue
North Wales, PA 19454
Phone 215-855-9521
Email: bosborne@hoflawgroup.com

EXHIBIT A

Prepared By:
Select Portfolio Servicing, Inc.
3217 S Decker Lake Dr
Salt Lake City, UT 84119
801-313-2214

After Recording Please Return To:
Select Portfolio Servicing, Inc.
Attn: Reconveyance Dept
3217 S Decker Lake Dr
Salt Lake City, UT 84119
801-313-2214

Property Address:
417 KRAISS AVENUE
CHAMBERSBURG, PA 17201

UPI/PIN/Tax ID: [REDACTED]

DIGIMAIL
MAK 14 2020

_____*[Space Above This Line For Recording Data]*_____

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **12th** day of **February, 2020**, between **KARI L. PARRA AND OSCAR E. PARRA** ("Borrower") and "Select Portfolio Servicing, Inc" ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **July 30, 1998**, in the amount of **\$60,300.00** and recorded on **August 4, 1998** in Book, Volume, or Liber No. **1227**, at Page **120** (or as Instrument No. **N/A**), of the **Official** (Name of Records) Records of **Franklin, PENNSYLVANIA** (County and State, or other jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

417 KRAISS AVENUE, CHAMBERSBURG, PA 17201
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **March 1, 2020**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$38,616.43**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.125%**, from **February 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$215.85**, beginning on the **1st** day of **March, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.125%** will remain in effect until principal and interest are paid in full. If on **February 1, 2060** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by

any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging .

TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

Kari L. Parra (Seal)
KARI L. PARRA -Borrower

 (Seal)
OSCAR E. PARRA -Borrower

Kari L. Parra (Seal)
-Borrower

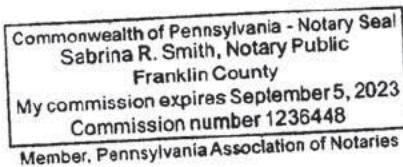
Oscar E. Parra (Seal)
-Borrower

ACKNOWLEDGMENT

State of Pennsylvania §
County of Franklin §
 §

On this 10th day of March 2020,
before me, the undersigned officer, personally appeared **KARI L. PARRA AND OSCAR E. PARRA**, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein.

In witness whereof, I hereunto set my hand and official seal.



Sabrina R. Smith
Notary Public
Sabrina R. Smith
Printed Name

Owner
Title of Officer

My Commission Expires: 9-5-2023

(Seal)

Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is **3217 S. Decker Lake Dr., Salt Lake City, UT 84119.**

"Select Portfolio Servicing, Inc"

By: Elexus Doc. Control Officer
Elexus Puerta MAR 20 2020

Its: _____

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
"Select Portfolio Servicing, Inc"

By: Elexus Doc. Control Officer
Elexus Puerta -Lender

MAR 20 2020

Date of Lender's Signature

ACKNOWLEDGMENT

State of Utah §
County of SALT LAKE §

On this 20th, day of March, 2020, personally appeared
before me Elexus Puerta

whose identity is personally known to me (or proven on the basis of satisfactory evidence) and
who by me duly sworn/affirmed, did say that he/she is a Document Control Officer of
"Select Portfolio Servicing, Inc" and that said document was signed by him/her on behalf of
said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors,) and said
Document Control Officer acknowledged to me that said Corporation
executed the same.

Lauren Duke
Signature of Notary Public

Lauren Duke

Printed Name

Residing at: SALT LAKE Utah

My Commission Expires: 9/16/23

(Seal)
Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.

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Form 3179 1/01 (rev. 4/14)
23703PA 10/01 Rev. 03/17
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EXHIBIT A

BORROWER(S): KARI L. PARRA AND OSCAR E. PARRA

LOAN NUMBER: [REDACTED]

LEGAL DESCRIPTION:

**STATE OF PENNSYLVANIA, COUNTY OF FRANKLIN, AND DESCRIBED AS
FOLLOWS:**

**ALL THE FOLLOWING DESCRIBED REAL ESTATE LYING AND BEING SITUATE
IN THE BOROUGH OF CHAMBERSBURG, FRANKLIN COUNTY, PENNSYLVANIA
BOUNDED AND LIMITED AS FOLLOWS: BEGINNING AT AN IRON PIN ON THE
NORTH SIDE OF KRAISS AVENUE AT THE SOUTHEAST CORNER OF LANDS NOW
OR FORMERLY OF BYRON B. RIFE AND RUTH L. RIFE, HIS WIFE; THENCE
ALONG LANDS NOW OR FORMERLY OF SAID BYRON B. RIFE AND WIFE,
NORTH 31 DEGREES 13 MINUTES EAST, 65.13 FEET TO AN IRON PIN; THENCE
ALONG LANDS NOW OR FORMERLY OF RAY KAUFMAN AND LILLIAN
KAUFMAN, HIS WIFE, AND RAYMOND HOPKINS AND SUSAN HOPKINS, HIS
WIFE, SOUTH 67 DEGREES 17 MINUTES EAST, 56.58 FEET TO AN IRON PIN;
THENCE ALONG LANDS NOW OR FORMERLY OF RAYMOND HOPKINS AND
SUSAN HOPKINS, HIS WIFE, SOUTH 29 DEGREES WEST, 74.0 FEET TO AN IRON
PIN ON THE NORTH SIDE OF KRAISS AVENUE; THENCE ALONG THE NORTH
SIDE OF KRAISS AVENUE, NORTH 57 DEGREES 47 MINUTES WEST, 60.17 FEET
TO AN IRON PIN, THE PLACE OF BEGINNING, AS SHOWN BY DRAFT OF
GEORGE T. LOWE, REG. SURVEYOR, DATED APRIL 23, 1951, MADE FOR LOUIS
AND ELIZABETH MERLETTI AND RUSSELL T. AND EDNA C. NITTERHOUSE.**

UPI/PIN/Tax ID: [REDACTED]

ALSO KNOWN AS: 417 KRAISS AVENUE, CHAMBERSBURG, PA 17201